DoD 4160.21-M, Defense Materiel Disposition Manual Chapter 4 – Property Requiring Special Processing Attachment 3

DRMS-D DATE

MEMORANDUM FOR (Base Commander, Address)

SUBJECT: Memorandum of Agreement

References:

- a. DoD 4160.21-M, Defense Materiel Disposition Manual
- b. DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual.
- c. DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives.

This agreement between Defense Reutilization and Marketing Service and (Commanding Officer, Address) provides for the disposal processing of Range Residue materials.

- a. DRMO_____will provide sales service to include submitting a list of property for sale, recommending special conditions, printing and mailing of catalogs, conducting sale, providing contract monitoring, depositing sales proceeds, and record keeping only.
 - b. (Cite Specific Activity) will retain accountability and custody of Range Residue material.

(Cite Specific Activity, Address) agrees to:

- a. Provide a central collection point and work space at site for residue. Ensure material is segregated in accordance with paragraph e. below.
- b. Provide physical security. Will have overall responsibility for the security of the material as to safeguarding and protecting from damage or theft in accordance with reference c.
 - c. Provide a complete list of all types of fired ordnance and targets/target material used on range(s).
 - d. Provide point of contact; name, rank organization and telephone number.
 - e. Segregate residue into Group 1A, Group 1B and Group 2 in accordance with reference a.
- f. Provide technically qualified personnel to inspect residue and sign the DD Form 1348-1A, certifying applicable range residue as safe and/or inert in accordance with reference a. Certification is required for all material removed from the range.

NOTE: If necessary, specify times that technical personnel will be available (e.g.: 0700 - 1700 weekdays (except on Federal holidays).

- g. Provide for quality assurance inspection, certification, and venting (where applicable) by U.S. Army Corps of Engineers (Ordnance Disposal/Safety).
- h. Provide technically qualified personnel for quality assurance inspection at designated collection site to re-certify Range Residue material prior to property being loaded into the contractors conveyance.

- i. In coordination with the DRMO Demilitarization Coordinator, identify material that requires demilitarization and the appropriate methods of demilitarization. Segregate demilitarization required property from non-demilitarization required property and provide qualified personnel to certify and verify demilitarization has been accomplished in accordance with reference b.
- j. Ensure that all demilitarization, declassification or mutilation is accomplished prior to releasing material to the contractor. For property which has been demilitarized during the collection process, provide a demilitarization certificate at the time of referral.
- k. Provide qualified personnel to certify range residue contains no radioactive residue and ensure that all material is radiation checked prior to being loaded into the contractor's conveyance. Each load will be certified as radiation checked.
 - 1. Provide escort service to potential customers during the hours of inspection.
- m. Prepare a DD Form 1348-1A (containing the appropriate radiation check, demilitarization, declassification and safe/inert certifications) and weight ticket for each load of material removed.
- n. If officially designated as the Contracting Officer's Representative or authorized releasing official, prepare DLA Form 1367, Shipment Receipt/Delivery Pass for each load of material released.
- o. A certification as required by reference a will be provided with the DLA Form 1367 for M151 jeeps, Gamma Goats, GOERS, or other material required to be destroyed and/or mutilated by DoD Directives or Instructions (other than demilitarization) included in the range residue.
- p. Assign two Weigh Masters, primary and alternate, who will escort contractor vehicle(s) to scale for outweighing.
- q. Be responsible for re-inspection, re-certification, retrieval, accountability and custody of material which has been identified as containing live ordnance and/or radioactive material before or after sales removal.
- r. At the time of award and prior to the removal of any material, local EOD or other qualified individuals will provide a briefings to the purchaser and DRMO personnel regarding the types of ordnance being disposed of, recognition and identification of associated hazards and response/actions to be taken in the event that live or suspected live AEDA is discovered during removal or at the contractor's site. An illustrative guide of the ordnance, including explosive color coding, will be provided to the contractor.

DRMO agrees as follows:

- a. Receive documentation and weight ticket from generating activity regarding property to include: DD Form 1348-1A (with radiation check, safe/inert, demilitarization and declassification certifications, as appropriate) and DLA Form 1367, Shipment Receipt/Delivery Pass (when applicable), for each load removed.
- b. Provide assistance and guidance for identification of property requiring further demilitarization/mutilation.
- c. (NOTE: This paragraph to be written dependant upon the type of sale.) Provide sales assistance for range residue which may be offered on a <u>(state type of sale)</u>. Determine the terms and conditions of sale such as: hours of inspection; appointment only; 48 hours advance notice prior to pickup; loading hours; Performance Bond equal to 50% of contract bid price; etc.
- d. Accountability will be through a wash-post transaction from weight tickets, to include a running total of tonnage removed. DRMO______ will receive copies of certified weight tickets, DD Forms

1348-1A and/or DLA Forms 1367 with proper certification acknowledging receipt and release of property. The receipt and release of property will be recorded in the DAISY inventory.

e. Provide technical assistance in identifying property requiring demilitarization or mutilation and the appropriate methods of demilitarization/mutilation. Review demilitarization/mutilation performance to ensure adequacy and compliance with references a. and b. above.

Termination: This Agreement shall remain in effect until 365 days beyond completion of the contract. The party proposing to terminate the Agreement shall furnish the other party with a written notice sixty (60) days prior to effective date.

AEDA incidents pose a significant safety threat to all parties involved in the disposal of Range Residue material. (Cite Specific Activity) and DRMO_____ agree to work cooperatively and in good faith to carry out the purpose of this Agreement. Each will direct their subordinate personnel to adhere to the terms of this agreement and ensure SAFETY remains paramount.

(Base Commander)	(DRMS Commander)
(Title)	(Title)
(Date)	(Date)
(Generating Activity)	(Zone/DRMO Manager)
(Title)	(Title)
(Date)	(Date)
	(DRMO Demilitarization Coordinator)
	(Date)